361

Klamath County, Oregon

2017-013889

12/05/2017 03:13:15 PM

Fee: \$62.00

VO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN

SPACE RESERVED SOR RECORDER'S USE

BROWER INC., AN OREGON CORPORATION 156 GREENWAY CIRCLE MEDFORD, OR 97504 Grantor's Name AMERI TITLE 300 KLAMATH AVE. KLAMATH FALLS, OR 97601
Trunsee's Name and Address
JAMES D. PLUMMER, TRUSTEE OF THE JAMES D. PLUMMER REVOCABLE TRUST 156 GREENWAY CIR., MEDFORD, OR 97504 After recording, return to (Name and Address) JAMES D. PLUMMER 156 GREENWAY CIRCLE MEDFORD, OR 97504

TRUST DEED

NOVEMBER 21, 2017 THIS TRUST DEED, made on ... BROWER, INC., AN OREGON CORPORATION AMERI TITLE JAMES D. PLUMMER, TRUSTEE OF THE JAMES D. PLUMMER REVOCABLE TRUST WITNESSETH: That Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in KLAMATH County, Oregon, described as follows (legal description of property):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

SEE EXHIBIT A-1 FOR ADDITIONAL TERMS AND PROVISIONS ALL OF WHICH ARE INCORPORATED HEREIN.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter tierein contained and payment of the sum of \$850,000.00.....

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final

and, as the beneficiary may from time to time require, in an amount not less than \$\frac{\text{FILL}}{\text{INSURABLE VALUE}}\$, written by one or more companies acceptable to the beneficiary, with less payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at less fifteen days prior to the expectation of any policy of insurance now eithereafter placed on the buildings, the beneficiary may produce the scane at grants' express. The sensint conflicted under any fine or other insurance policy may be released to grantor. Such as part thereof, may be released to grantor. Such application or selease shall not our or waive any default or notice of default hereunder or invalidate any set those present to stack notice.

S. To keep the property free from construction liens and to pay all acceptances.

st collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any set tione pursuant to such notice.

5. To keep the property free from construction lieus and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, its attention or the charges payable by grantor, either by direct payment to providing the grantor fail to make such to make such payment, beneficiary may, as disappion, taske payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without wanter of any rights arising from broads of any of the coverants hereof. For such payments, with interest as affects and, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation benin described. All such payments shall be immediately due and payable and shall constitute a breach of this irrust deed.

6. To pay all closes, feet and expreases of this trust, including any suit or it in enforcing this obligation, and trustee and attorney feet actually increased.

7. To appear in and defend any action or proceeding purporting to after the security rights or powers of beneficiary or trustee; and may suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including ocetting in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or act

combensation promptly upon beneficiary's request.

(CONTINUED)

NOTE: The frust Deed Act provides that the intellige normally must be either an attorney who is an active member of the Oregon State Ber, a bank, trust company or savings and loan association authorized to do business under the lews of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, significant or the provided to the Company of the state, the subsidiaries at the provided to the Company of the States, and the Company of the States, and the Company of the States of the States

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, ruses may (a) consent to the making of any map or plat of the property, the join in granting any easement or creating any estriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof, or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto." and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness there of. Thatee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, penetricary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part thereof, in its own nome sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less easts and expenses of operation and collection, including reasonable altorney fees, upon any indebtedness secured hereby, and in such order.

11. The entering upon and diving possession of the property, whe collection of such rents, issues and profits, or the proceeds of fire and other insurance on properties of the remarks of any taking or damage of the property, and the application or lease thereof as aforesaid, shall not cure or waive any default or notice of default and payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declar of the operation and secu

or warranty, express or implied. The recitats in the deep of any manders of fact stain be concluded probably the infinite and therefore and beneficiary, may purchase at the sale.

15. When intistee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (4) the expenses of sale, including the coreponsation of the trustee and a reasonable charge by trustee's atturney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority, and (4) the surplus, if any, to the granter, or to any successor in interest entitled to such surplus.

on in limited entired to stain surprise.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon 10. nenericary may, from time to time, appoint a successor to successors to any trusce nation terem or to any successor trustee appointed increment, and without conveyance to the successor trustee, the later shall be vade with all tide, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee acceptable this trust when this deed, duly executed and acknowledged, is made a public record as provided by Jaw. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or recording in the mortgage.

or proceeding is brought by trustee.

The granter covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the granter is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the granter will warrant and forever defend the same agains; all persons whomsoever,

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applica-

The grantor warrants that the proceeds of the loan represented by the above described now and this trust deed are to hoose one): *

| The grantor warrants that the proceeds of the loan represented by the above described now and this trust deed are to hoose one): *
| The grantor warrants that the proceeds of the loan represented by the above described now and this trust deed are to hoose one): *

STATE OF OREGON, County of ...

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit, of, and binds all parties benefo, their boirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the boider and owner, including pledgee, of the contract secured hereby, whether or not named as a benefit.

in constraing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity

BROWER

"IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

PRESIDENT SECRETARY This instrument was acknowledged before me This instrument was acknowledged before me on

OREGON CORPORATION

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	Dy
	OFFICIAL STAMP
S122 16	ANASTASIA MARIE WILKINSON
	NOTARY PUBLIC-OREGON
THE STATE OF THE S	COMMISSION NO. 953563
MY	COMMISSION EXPIRES AUGUST 17, 2020

before reconveyance is made.

	no and assert options and in one
Notary Points for Oregon My commission expires Aug 17	,2020

REQUEST FOR FULL RECONVEYANCE (To be	ne used only when obligations have been paid.)
and satisfied. You beneby are directed, on payment to you of any sums owing to of indebtedness secured by the trust deed (which are delivered to you brewill) in nated by the terms of the mist deed, the estate now held by you under the same. M	by the foregoing trust deed. All sums secured by the trust deed have been fully paid you under the terms of the trust deed or parsuant to statute, to cancel all evidences ogether with the trust deed) and to reconvey, without warranty, to the parties designail the reconveyance and documents to 156 GREENVAY CIRCLE,
DATED contributions a security and an analysis from the design and construct a least of the annual contributions are a security as a security of the security	and the state of t
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation	Action of the training to the manufacture of the section of the se

STATE OF OREGON)	
COUNTY OF JACKSON) KUAWATA This instrument was acknowledged before	Dre me by Tom Powlers
M NOV 21, 2017	of Brower, Corp. <
OFFICIAL STAMP SANDRA HOSKINS	Sanda Hoskins Notary Public for Oregon

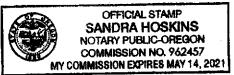


EXHIBIT "A"

Lots 1 through 22 tract 1488 -Partridge Hill- Phase 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

Exhibit 1-A

This Trust Deed provides for lot release from the lien created by the Trust as follows:

Upon the sale of each lot in the subdivision, described in the Trust Deed, the lot sold will be released and the net payment received for such lot shall be applied on the obligation which the Trust Deed secures in accordance with the terms of the promissory note dated NOVEMBER 21 _____, 2017.